

ECS File: JPA 90-100
Mesa File:
Project: 969 87 MA 173 H
Section: State Route 87 - Mesa
N. City Limits - S. City Limits

MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MESA

THIS AGREEMENT is entered into 5/15, 1990,
between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF
MESA, acting by and through its City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter Article 1, Section 103 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to define their respective responsibilities for the construction of improvements to State Route 87, to include roadway reconstruction, at an estimated cost of \$31,250,000.00, hereinafter referred to as the Project, and transfer jurisdiction and maintenance responsibility for State Route 87 within the limits of the City to the City.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The City will:

a. Provide design plans, specifications and such other documents required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason. Provide maintenance during construction, and be responsible for any Project related losses of any type or kind during construction.

c. Upon completion and acceptance of the Project, and receipt of payment from the State, accept jurisdiction for State Route 87 from the South City limits to McKellips Road and provide maintenance. Upon completion of the Red Mountain Freeway by the State, accept jurisdiction for State Route 87 within the limits of the City and provide maintenance.

d. Invoice the State in the amount of \$19,790,000.00, as follows:

(i). During State fiscal year 1993 - \$7,290,000.00.

(ii). During State fiscal year 1994 -\$12,500,000.00.

2. The State will:

a. Pay the City \$7,290,000.00 on or about 1 July 1993, and \$12,500,000.00 on or about 1 July 1994, within thirty (30) days after receipt and approval of the invoices.

b. Abandon jurisdiction and maintenance responsibility for State Route 87 from the South City limits to McKellips Road to the City, and, upon completion of the Red Mountain Freeway by the State, abandon jurisdiction and maintenance responsibility for State Route 87 from McKellips Road to the North City Limits to the City.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payments and abandonment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

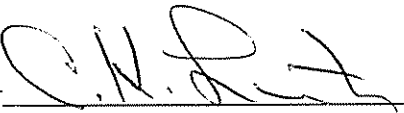
City of Mesa
City Manager
55 North Center Street
Mesa, AZ 85211-1466

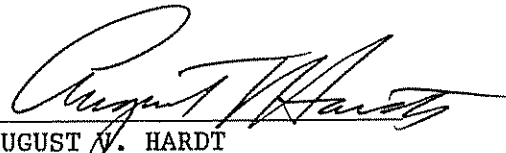
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF MESA

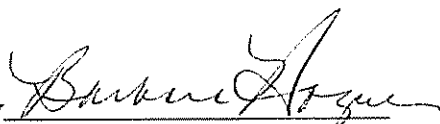
STATE OF ARIZONA

Department of Transportation

By 
CHARLES K. LUSTER
City Manager

By 
AUGUST V. HARDT
Deputy State Engineer

Attest:

By 
BARBARA HOGUE
City Clerk



2957j
14SEP

RESOLUTION

BE IT RESOLVED on this 26th day of July 1990, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Mesa for the purpose of defining responsibilities for constructing improvements and maintenance jurisdiction to SR-87 in the City.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation



CITY OF
MESA

Certificate of CITY CLERK

I, BARBARA HOGUE, THE DULY APPOINTED, QUALIFIED AND ACTING CITY CLERK OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, DO HEREBY CERTIFY THAT THE ATTACHED COPY OF RESOLUTION NO. 6334, ENTITLED:

RESOLUTION NO. 6334

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF MESA

IS A TRUE, CORRECT AND COMPARED COPY OF THE ORIGINAL OF RECORD, AND ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MESA, ARIZONA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THE CITY OF MESA, MARICOPA COUNTY, STATE OF ARIZONA, THIS 22 DAY OF MAY, 1991.



for Curdy Barnes DEPUTY
BARBARA HOGUE
CITY CLERK

RESOLUTION NO. 6334

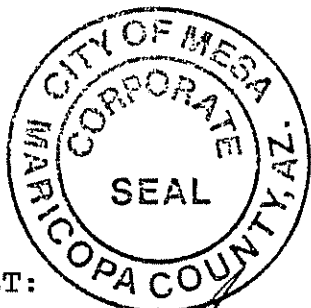
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF MESA.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1: That the Memorandum of Agreement Between the State of Arizona and the City of Mesa for Project No. 969 87 MA 173 H, pertaining to jurisdiction over Country Club Drive and cost-sharing for the improvement of Country Club Drive (whereby the State of Arizona agrees to reimburse Mesa for \$19,790,000 of the estimated project cost of \$31,250,000), a copy of which agreement is attached hereto and incorporated herein by this reference, is hereby approved.

Section 2: That the City Manager is authorized and directed to execute the Memorandum of Agreement on behalf of the City of Mesa, and the City Clerk is authorized and directed to attest to the signature of the City Manager thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona this 14 day of May, 1991.



ATTEST:

Barbara Hogan
City Clerk

APPROVED:

M.K. "Peggy" Rubach
Mayor